CONTRACT

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 United States



Vendor ID 0000339297 Lightle Enterprises of Ohio LLC 22 E. Springfield Street Frankfort OH 45628 United States

Contract ID		Page		
000000000000000000000000000000000000000	00000028185	1 of 3		
Contract Dates		Origin		
10/15/2014 to 10	/31/2016	CPŠ		
Description:		Contract Maximum		
CPS-BARRICADES		\$9,999,999.00		
Buyer Name Buyer Phone		Contract Status		
Berini,Brian Jon	802/828-2217	Approved		

Phone #:

FIIOIR	5 π.		Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
1	Type 1 all plastic folding Barricade w/High Intensity Sheeting	EA	38.80000	0.00	0.00
2	Type 11 all plastic folding Barricade w/High Intensity Sheeting	EA	42.35000	0.00	0.00
3	A-FRAME LEG ONLY FOR USE W/BR-3100 & BR-3200 RAILS	EA	12.70000	0.00	0.00
4	4' X 1" X 8" PLASTIC BARRICADE RAIL SHEETED HIGH INTENSITY BOTH SIDES	EA	32.94000	0.00	0.00
5	6' X 1" X 8" PLASTIC BARRICADE RAIL SHEETED HIGH INTENSITY BOTH SIDES	EA	35.29000	0.00	0.00
6	8' X 1" X 8" PLASTIC BARRICADE RAIL SHEETED HIGH INTENSITY BOTH SIDES	EA	40.00000	0.00	0.00
7	10' X 2" X 8" PLASTIC BARRICADE RAIL SHEETED HIGH INTENSITY BOTH SIDES	EA	57.65000	0.00	0.00
8	12' X 2" X 8" PLASTIC BARRICADE RAIL SHEETED HIGH INTENSITY BOTH SIDES	EA	64.70000	0.00	0.00
9	5' SQUARE TUBE UPRIGHT TYPE III BARRICADE FRAME & BASE W/BREAKAWAY HRDW.	EA	87.00000	0.00	0.00
10	6-VOLT BARRICADE LIGHT W/PHOTCELL, OFF/FLASH, BATTERIES NOT INCLUDED	EA	13.40000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

TAXES DUE TO THE STATE. CONTRACTOR FURTHER CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, THE CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY, ANY AND ALL TAXES DUE THE STATE OF VERMONT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI

SENIOR PURCHASING AGENT

PHONE: 802-828-2217 FAX: 802-828-2222 brian.berini@state.vt.us

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 2, 2014 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

VENDOR CONTACT: DAVID R. LIGHTLE PHONE: 740-998-5365

FAX: 740-998-5364

EMAIL: dlightle@lightleenterprises.com

TERMS: NET 30 DAYS

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				Unit	Max	Max
Li	ine # Item I	ID Item Desc	UOM	Price	Qty	Amt
Q	UANTITY: T	THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED	ONLY BASED ON PRIOR	USAGE; ACTUAL	PURCHASES MAY BE	
Н	IGHER OR I	OWER DEPENDING ON THE STATE'S NEEDS				

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15

REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

EQUIPMENT WARRANTY: THE MANUFACTURER SHALL INCLUDE WITH THEIR PROPOSALS A WRITTEN WARRANTY FOR EACH PIECE OF EQUIPMENT AND SOFTWARE THAT THEY INTEND TO FURNISH. WARRANTEES ARE TO BE BASED ON COMMERCIAL USE. A MINIMUM OF ONE (1) YEAR COMMERCIAL USE WARRANTY IS REQUIRED. IT IS DESIRABLE THAT THE BIDDER OFFER MORE THAN ONE (1) YEAR.

PERFORMANCE MEASURES:

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED

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Unit Max Max
Line # Item ID Item Desc UOM Price Qty Amt
THE CUSTORMER ON AN ALTERNATE DELIVERY SCHEDULE. (EXAMPLE- LONGER LEADTIME DUE TO MANUFACTURING CYCLE WHEN

ORDERED FROM OEM)

THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.

- 2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.
- 3. ORDERING SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

TAXES DUE TO THE STATE. CONTRACTOR FURTHER CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, THE CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY, ANY AND ALL TAXES DUE THE STATE OF VERMONT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI

SENIOR PURCHASING AGENT

PHONE: 802-828-2217 FAX: 802-828-2222 brian.berini@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: